

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-23

**AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF
EASEMENT RIGHTS FOR THE PURPOSE OF INSTALLATION
AND MAINTENANCE OF NATURAL GAS FACILITIES; AND
OTHER MATTERS RELATED THERETO**

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of approximately 400 acres, known as the Oconee Industry and Technology Park ("County Property"); and

WHEREAS, Fort Hill Natural Gas Authority ("Fort Hill") wishes to acquire from the County, and the County wishes to grant to Fort Hill, certain easement rights to enter the subject easement area to measure, survey, grade, place, lay, install, and/or construct gas facilities, pipelines, mains, regulators, and meters for the transportation, holding, and regulation of natural gas over, through, across, above, and under the subject easement area (collectively, the "Easement Rights"); and

WHEREAS, the form, terms, and provisions of the Natural Gas Installation and Maintenance Agreement (the "Easement Agreement") now before the Oconee County Council ("County Council"), a copy of which is attached hereto as "Exhibit A," are acceptable to the County Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property:

NOW, THEREFORE, be it ordained by County Council, in meeting duly assembled, that:

1. County Council hereby approves the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the form as attached hereto as Exhibit A, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by his execution of the Easement Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easement Rights in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.

5. All orders, resolutions, and enactments of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by the County Council.

ORDAINED in meeting, duly assembled, this ___ day of _____, 2016.

ATTEST:

ORDAINED in meeting, duly assembled, this 4th of October, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman, County Council
Oconee County, South Carolina

ATTEST:

Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading:	August 16, 2016 [title only]
Second Reading:	September 6, 2016
Public Hearing:	October 4, 2016
Third & Final Reading:	October 4, 2016

EXHIBIT A

NATURAL GAS INSTALLATION AND MAINTENANCE AGREEMENT

This **NATURAL GAS INSTALLATION AND MAINTENANCE AGREEMENT** (the "Agreement") is made to be effective as of the ___ day of _____, 20 16 (the "Effective Date"), by and between _____ OCONEE COUNTY ("Grantor") and **Fort Hill Natural Gas Authority, its successors and/or assigns** ("Grantee"), whose address is 311 S. Pendleton Street, Easley, South Carolina 29641.

WHEREAS, Grantor is the owner of that certain real property located at _____ TMS 221-00-01-001 (OCITP), as more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Property");

WHEREAS, Grantee desires to install and maintain certain natural gas facilities in the location(s) more particularly shown and depicted on **Exhibit "B"** attached hereto and incorporated herein (the "Facilities");

WHEREAS, in order to properly monitor, maintain and operate the Facilities, Grantee requires an easement having a width of seven and one-half (7.5) feet on each side of the Facilities (fifteen (15) feet in total); and

WHEREAS, both parties are mutually desirous of entering this Agreement, subject to the limitations contained herein, whereby Grantor grants to Grantee a non-exclusive, perpetual easement for pedestrian and vehicular access to install, monitor, maintain and operate the Facilities over, through, across, above and under all portions of the Property which lie within a range of seven and one-half (7.5) feet from the Facilities (the "Easement Area").

NOW, THEREFORE, for and in consideration of Five and No/100 Dollars (\$5.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement**. Subject to the terms and conditions contained herein, Grantor hereby grants to Grantee a non-exclusive, perpetual easement for the installation, monitoring, maintenance and operation of the Facilities over, through, across, above and under the Easement Area. By entering this Agreement, Grantor agrees not to construct any structure or place any obstructions within the Easement Area.

2. **Purpose**. The purpose of this Agreement is to provide Grantee with the ability to install, monitor, maintain and operate natural gas facilities for the benefit of the community. In the event that the Easement Area is no longer used for such purpose, this Agreement shall be terminated, subject to the terms and conditions contained herein.

3. **Installation**. Immediately following the Effective Date, Grantee, or its assigns, shall have the right to enter the Easement Area to measure, survey, grade, place, lay, install, or construct gas facilities, pipelines, mains, regulators and meters for the transportation, holding and regulation of natural gas over, through, across, above and under the Easement Area. Following installation of the Facilities, Grantee shall promptly repair and restore any damage

arising or resulting from such installation.

4. **Maintenance and Alterations.** Grantee shall be responsible for all maintenance, alterations, additions and repairs to ensure the Easement Area is in usable condition for the purpose described in Paragraph 2 herein. Grantee shall have the right to enter the Easement Area at all times to ensure its maintenance obligation may be met or to install alterations or additions to the Facilities. If necessary, following maintenance or alteration of the Facilities, Grantee shall promptly repair and restore any damage arising or resulting from such maintenance.

5. **Indemnity.** Grantee, its respective heirs, grantees, successors and assigns shall exonerate, hold harmless, indemnify and defend Grantor from any claims which may arise out of the use of the Easement Property as described herein.

6. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, among the parties hereto relating to the transactions contemplated hereby or the subject matter herein. Unless otherwise provided herein, neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing signed by the party against whom or which the enforcement of such change, waiver, discharge or termination is sought.

7. **Severability.** Except to the extent that such unenforceability would deprive either party of the substantial value of its bargain, if any court shall determine that any aspect of this Agreement is unenforceable, it is the intention of the parties that it shall not thereby terminate, but shall be deemed amended to the extent required to render it valid and enforceable and such provision shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

9. **Covenants Running with the Land.** The easements and rights granted herein shall constitute perpetual covenants running with the land encumbered hereby until such time as this Agreement is terminated by written agreement executed by all parties, their successors or assigns, or as otherwise provided herein.

10. **Modifications.** This Easement may only be modified by written instrument executed by all parties, their successors and assigns.

11. **Binding Effect.** This Easement shall be binding upon and inure to the benefit and detriment of the parties hereto, their respective heirs, legal representatives, successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT "A"

The Property

Parcel Number: 221-00-01-001

Tax ID: 28451

Book: 1812

Page: 142

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, Walhalla School District, Bear Swamp Community, containing 449.20 acres, more or less, and made up of four separate tracts as follows: (1) Tract of 126.2 acres (2) Tract of 125.15 acres, more or less (3) Tract of 151 acres, more or less, (4) Tract containing 71 acres, more or less, being the southern portion of the 145 +/- Acres. This being a portion of the property on a more recent plat of survey recorded at Plat Book P-31 at page 225, records of the Clerk of Court for Oconee County, South Carolina, reference to which is invited for a more complete and accurate description. A subsequent plat of said tract of land was prepared by Lavender, Smith & Associates, Inc., dated October 22, 2010, for Oconee County, showing 415.02 Acres, more or less, a right of way of 8.31 Acres, more or less, with 406.71 net acres, more or less, and recorded in Plat Book B363, at Page 1&2, records of Oconee County, South Carolina.

EXHIBIT "B"

The Facilities

(Attached Hereto)

Little Country Ln

Deane Business Parkway

Prop 4" PE

Little Country Bl

Prop 4" PE

Innovation Way

Prop 4" PE values boxes

2016-23

O

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-24**

AN ORDINANCE TO AMEND **ORDINANCE 2016-01** WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, GENERAL CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE **FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017**, IN CERTAIN LIMITED REGARDS; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council ("Council"), has previously adopted and enacted the budget of the County for the fiscal year beginning July 1, 2016 and ending June 30, 2017, through the adoption and enactment of Oconee County Ordinance 2016-01; and

WHEREAS, certain events and needs have occurred, necessitating the amendment of Ordinance 2016-01 to reflect certain additional revenues and the expenditure of certain additional funds.

WHEREAS, Section 14 of the Budget Provisos of Ordinance 2016-01 affirmed amendments to the retiree health benefits plan ("Plan") that were attached thereto as "ATTACHMENT C," and which thereby incorporated Plan amendments delineated in Oconee County Resolution 2013-15; and, due to current and projected budgetary constraints, certain Plan modifications are necessary to keep this important retiree benefit fiscally viable.

WHEREAS, Council therefore desires to amend Ordinance 2016-01 to achieve the foregoing.

NOW, THEREFORE, IT IS HEREBY ORDAINED by Council in meeting duly assembled, that:

SECTION I: Ordinance 2016-01 is hereby amended and modified to:

- 1) Provide for an increase in the amount of \$194,326 in State Funding for Circuit Solicitors Revenue.
- 2) Provide for an increase in the amount of \$194,326 in expenditures for Salary and Fringe in Solicitor's Office for the Caseload Equalization Funding from State.

- 3) Provide for an increase in the amount of \$104,718 in Tax Revenue, due to increase in assessed values. To be used to offset usage of General Fund Balance.
- 4) Move 2.8 Mills from Debt Service Fund to General Fund.
- 5) Reform the provisions of **ATTACHMENT C** to Ordinance 2016-01 in order to make certain Plan modifications as stated in Exhibit "A," attached hereto and incorporated herein by reference. To the extent there are any inconsistencies between the provisions contained in Exhibit "A" and the provisions of **ATTACHMENT C** to Ordinance 2016-01, the provisions of Exhibit "A" supersede and replace such provisions of **ATTACHMENT C** to Ordinance 2016-01, which are hereby revoked and repealed.

SECTION II: The 2016-2017 Oconee County Budget is hereby amended by adding the following, for the aforesated purposes:

<u>General Fund Revenues</u>	
Tax Revenue	\$ 104,718
Decrease of Use of Prior Years Fund Balance	\$ (104,718)
State Funding for Circuit Solicitors Revenue	\$ 194,326
Other Financing Sources (2.8 Mills from Debt Service)	\$ 1,456,000
<u>General Fund Expenditures</u>	
Solicitor's Salary and Fringe	\$ 194,326
Non- Departmental:	
Interest Payment to Tri-County Technical College (Pendleton Campus)	\$ 90,407
Other Financing Uses (Fund Balance Replenishment)	\$ 1,365,593
<u>Debt Service Fund Revenues</u>	
Tax Revenue (Decrease)	\$ (1,456,000)

SECTION III: In the aggregate, the adopted fiscal year 2016-2017 budget, prior to these amendments stands at:

	General Fund	
Revenues:		\$ 44,327,318
Expenses:		\$ 44,327,318
	Debt Service Fund	
Revenues:		\$ 3,382,710
Expenses:		\$ 2,095,210

As amended hereby the new budget will be:

	General Fund	
Revenues:		\$ 45,977,644
Expenses:		\$ 45,977,644
	Debt Service Fund	
Revenues:		\$ 2,095,210
Expenses:		\$ 2,095,210

SECTION IV:

- 1) All other sections of Ordinance 2016-01 not modified, directly or by implication, shall remain in full force and effect.
- 2) Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable
- 3) All ordinances and resolutions inconsistent herewith are, to the extent of such inconsistency only, hereby revoked, repealed, and rescinded.
- 4) This ordinance shall take effect and be in force immediately upon enactment.

Passed and approved the 4th day of October, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Esq., Council Chairman
Oconee County, South Carolina

Attest:

Elizabeth G. Hulse, Clerk to Council

First Reading (Title Only): September 6, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016
Third & Final Reading: October 4, 2016

EXHIBIT A

**MODIFICATIONS TO THE OCONEE COUNTY HEALTH INSURANCE
PLAN - RETIREE HEALTH INSURANCE PLAN PROVISIONS**

THESE RETIREE HEALTH INSURANCE PLAN (THE “PLAN”) PROVISIONS ARE SUBJECT TO CHANGE, AND THE COUNTY’S ABILITY TO FUND THIS BENEFIT CAN BE IMPACTED BY FISCAL CHALLENGES AND LEGISLATIVE CHANGES. DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN, AS DESCRIBED HEREIN, MAY BE DEEMED UNSUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN, OR OTHERWISE, ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY PARTICULAR TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE OR OTHER PERSON ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS “AT WILL” AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THIS PLAN ARE ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY THE OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

1. To the extent there are any inconsistencies between the provisions contained herein and the provisions of “ATTACHMENT C” to Ordinance 2016-01, the provisions herein supersede and replace such provisions, which are hereby revoked and repealed.
2. Oconee County (the “County”) acting by and through the Oconee County Council (“County Council”) currently pays a percentage of the total cost of health benefits for certain retirees of Oconee County and desires to share cost increases of such benefits with current and future retirees who are qualified by twenty (20) or more years of consecutive full-time employment with Oconee County.
3. All current retirees will continue with their current retiree health insurance / plan benefits, with no changes at this time; however, such benefits are subject to change in the future.
4. **Grandfathered Employees:**
 - a. “Grandfathered Employees” are those employees of Oconee County who had at least twenty (20) consecutive years of full-time employment for Oconee County as of December 31, 2013.

- b. Upon retirement, Grandfathered Employees will remain on the Oconee County Health Care Plan, under the same terms and conditions as when they were actively employed, until age 65 or when they become Medicare eligible, whichever occurs first. Spouses of Grandfathered Employees are eligible for the same coverage as Grandfathered Employees, provided the spouse is on the Grandfathered Employee's County Health Care Plan at the time of his or her retirement.
 - c. Once a retired Grandfathered Employee reaches age 65, he or she is required to enroll in Medicare parts A & B in order to receive the Subsidy, as defined and described in Section 4.d. below,
 - d. The Subsidy:
 - i. The County desires to contribute a monthly subsidy to all Grandfathered Employees upon retirement, when they reach 65 years of age or when they become Medicare eligible, whichever occurs first.
 - ii. Current Oconee County paid health benefit coverage for Grandfathered Employees under the Oconee County Employee Health Care Plan shall cease when the Grandfathered Employee retires (becoming a "Grandfathered Retiree") and reaches age 65 or becomes Medicare eligible, whichever occurs first. Discontinuance of County paid health benefit coverage for spouses of Grandfathered Employees / Retirees will also occur when the spouse reaches age 65 or becomes Medicare eligible, whichever occurs first. Effective January 1, 2016 the County began contributing a monthly subsidy of \$158 per Grandfathered Retiree, or \$316 per month if married and the spouse is covered. This subsidy is solely for the purpose of assisting the Grandfathered Retiree and spouse, if applicable, in purchasing a Medicare supplemental insurance plan.
 - iii. Increases to the cost of the Oconee County Employee Health Care Plan will depend upon actual costs; increases to the Subsidy will change annually by the lower of CPI (Consumer Price Index) or 3% per year. The CPI increase will be determined using September over September time frame
 - iv. Grandfathered Employees / Retirees may choose to decline coverage under the Plan at any time, but they will not be allowed to re-enroll in the Plan in the future, (with the exception of 2 prior grandfathered employees with special circumstances).
5. **"Non-grandfathered Employees"** are those employees hired prior to July 1, 2005, who complete 20 years of consecutive employment for Oconee County but who do not qualify as Grandfathered Employees.
- a. Non-grandfathered Employees will remain eligible for Oconee County Employee Health Care Plan benefits upon their retirement, subject to the conditions stated therein, and otherwise provided by law.
 - b. Spouses of Non-grandfathered Employees will not be eligible for Oconee County Employee Health Care Plan coverage upon retirement of the Non-grandfathered Employee.
 - c. Once a Non-grandfathered Employee retires and attains the age of 65 or becomes Medicare eligible, whichever occurs first, Oconee County Employee Health Care Plan Coverage will cease.

- d. No Subsidy will be provided Non-grandfathered Employees or their spouses.
6. For all groups (Grandfathered and Non-grandfathered), identified in these guidelines, only actual Oconee County employment time is considered for the purpose of determining contributions by Oconee County. No purchased service time of any kind will be considered for any group for purposes of retiree health benefits from Oconee County.
7. Employees hired after June 30, 2005 are ineligible for both retiree health care coverage and the Subsidy

Summary:

Grandfathered Employees

- Must have 20 consecutive years of County employment as of December 31, 2013.
- Retiree and Spouse will remain on the Oconee County Health Care Plan until they reach age 65 or become Medicare eligible, whichever occurs first.
- At age 65 or upon Medicare eligibility, (whichever occurs first) a subsidy in the amount of \$158 for Retiree or \$316 for Retiree/Spouse will be offered in calendar year 2016. Subsidy increases over time by the lesser of 3% per year or the prevailing CPI rate increase each year.

Non-Grandfathered Employees

- Must have 20 consecutive years County employment and hired before July 1, 2005.
- If retired prior to age 65, Retiree will remain on the Oconee County Health Care Plan until the retiree reaches age 65 or becomes Medicare eligible, whichever occurs first.
- No coverage will be provided for spouse upon retirement of the Non-Grandfathered Employee.
- No Subsidy will be provided Non-grandfathered Employees or their spouses.

Employees hired on or after July 1, 2005

- Oconee County provides no retiree health care coverage or Subsidy.

Current Retirees

- Will continue with the current retiree health insurance / Plan benefits being received, with no changes at this time; however, the Plan is subject to change in the future.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 4, 2016
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2016-27 "ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT LASER PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO."

First & Final Reading of Resolution R2016-10 "INDUCEMENT RESOLUTION PROVIDING FOR A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY AND PROJECT LASER."

First Reading of Ordinance 2016-28 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL AND BUSINESS PARK (PROJECT LASER) IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL AND BUSINESS PARK TO INCLUDE PROPERTY INITIALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO PROVIDE FOR A WRITTEN AGREEMENT WITH ANDERSON COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

The Oconee Economic Alliance, on behalf of the County, has worked with this company's leadership and consultants to secure this economic development opportunity for our community that will yield additional capital investment.

Ordinance 2016-27 puts into place an agreed upon fee-in-lieu-of-tax agreement (FILOT) and a special source revenue credit between Oconee County and Project Laser.

Resolution R2016-10 authorizes the incentives offered by the County and the investment created by this economic development project, known as Project LASER.

Ordinance 2016-28 provides this project the "multi-county industrial park" designation and establishes the "park" with Anderson County.

SPECIAL CONSIDERATIONS OR CONCERNS (only if applicable):

N/A

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much: () - N/A

Approved by: _____ Grants

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council take the following actions: [1] approve Ordinance 2016-27 on first reading; [2] approve Resolution R2016-10 on first and final reading; and [3] approve Ordinance 2016-28 on first reading.

Submitted or Prepared By:



Approved for Submittal to Council:

Department Head/Elected Official

I. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-27**

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT LASER PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and

WHEREAS, Project Laser, a Delaware corporation (the "Company") intends to invest in the expansion of a manufacturing facility through the acquisition of land, a building, and improvements thereon (the "Land and Building"); the construction of improvements thereon and/or therein; and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be \$6,780,000 over five years (the "Project"), all as more fully set forth in the Fee Agreement attached hereto, and provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, pursuant to an Inducement Resolution dated as of September 15, 2016, the County authorized the execution of an agreement providing for fee in lieu of tax payments; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree and the issuance of a ten-year, 10% special source revenue credit together with a one-time, \$5,000 special source revenue credit, all as set forth in greater detail in the Fee Agreement; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in a meeting duly assembled as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of

Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 6. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

(SIGNATURE PAGE TO FOLLOW)

FEE AGREEMENT

Between

OCONEE COUNTY, SOUTH CAROLINA

and

PROJECT LASER

Dated as of November 15, 2016

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B), to the extent that, and so long as the Company makes all filings required under the Act and provides copies thereof to the County (all as defined herein).

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of November 15, 2016 by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and PROJECT LASER, a corporation organized and existing under the laws of the State of Delaware (the "Company").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. The Company desires to invest in the Project (as defined herein) in order to expand its manufacturing facility in the County, and the Project is anticipated to result in an investment of approximately \$6,780,000 in the County.

3. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

4. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

5. An Ordinance that the County Council adopted contemporaneously with the date of this Fee Agreement (the "Fee Ordinance") authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000, each, in accordance with and as required by the Act, by the Company and any Sponsors and Sponsor Affiliates of property within the Investment Period, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount only if the County Council then in office so agrees in writing.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Project Laser and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company in accordance with the terms hereof.

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Oconee County Council, the governing body of the County.

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions

thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements and except as otherwise permitted by Section 12-44-110 of the Act.

“Industrial Development Park” shall mean an industrial or business park created pursuant to the MCIP Act.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, to the extent allowed by the Act.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2016 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consisting of the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

“Streamlined FILOT Act” shall mean Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company or a Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is to be the lowest millage rate permissible under the Act, which the parties understand to be the millage rate in effect with respect to the location of the proposed Project on June 30, 2016, which the parties believe to be 215.0 mills, all as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County will take all commercially reasonable action to include the Project in an Industrial Development Park.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of Delaware, is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing packaging products, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its total capital investment will equal or exceed the Act Minimum Investment Requirement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County. The Company reasonably expects that it will invest some \$6,780,000 in the Project during the Investment Period.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, but subject, in any event, to *ad valorem* property taxes in the County, absent this Fee Agreement, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company’s assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that, in the foregoing event, this Fee Agreement may be

interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall thereafter constitute a part of the Project for all purposes of this Fee Agreement, including removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in an Industrial Development Park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under the Act, the County and the

Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments, if the County approves such longer period in writing.
- Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, 2016, which they believe to be 215.0 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make

annual fee payments, if the County approves such longer period in writing.

The Company and the County hereby agree that the Company may, upon written notice to the County, elect to have any real property valued at fair market value as provided in Section 12-44-50(A)(1)(c)(i) of the Act, if so approved by the County Council in office at such time. Such election shall be evidenced by an amendment to this Fee Agreement.

(b) The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined, but never at a level lower than the level prescribed herein unless so approved by the County Council then in office.

Subject to Section 6.8 hereof, in the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County agrees that all qualifying, taxable capital expenses of the Company during the Investment Period shall qualify for a ten-year, 10% Infrastructure Credit. The Company shall receive an annual credit in an amount equal to 10% of the FILOT revenues for the Project, as provided herein, to offset the aggregate Infrastructure costs incurred. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year. In addition, the County agrees to provide a one-time, \$5,000 Infrastructure Credit to be applied against the first Payment in Lieu of Tax due hereunder, such amount to be applied after the application of the 10% Infrastructure Credit referenced above.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall

utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* without regard to any and every other provision hereof, and in every event, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to receive or utilize either of the incentives provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2, in that case.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, including, without limitation, and in any event, Section 4.4, hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) **Election to Terminate.** In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) **Election to Rebuild.** In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development

Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these

reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation, if so approved by the County Council then in office.

Section 4.12 Execution of Lease. The parties acknowledge that the intent of this Fee Agreement is to afford the Company the benefits of the FILOT Payments in consideration of the Company’s decision to locate the Project within the County and that this Fee Agreement has been entered into in reliance upon the validity and enforceability of the Act. In the event that a

court of competent jurisdiction holds that the Act is unconstitutional or that this Fee Agreement or agreements similar in nature to this Fee Agreement are invalid or unenforceable in any material respect, or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Fee Agreement in any material respect, then the County, upon the provision by the Company of evidence acceptable to the County that the Project is free from environmental contamination and the conveyance of marketable title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act and, to the extent permitted under the law in effect at such time, use its commercially reasonable efforts to ensure that the Company receives the benefits of the FILOT arrangement as contemplated by this Fee Agreement.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(i) terminate the Fee Agreement, upon 60 days' notice to the Company and any Sponsor; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Fee Agreement;

(iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved, to the extent allowed by law; or

(iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Project Laser

Attn: _____

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889

IF TO THE COUNTY:

Oconee County
Attn: Oconee County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

WITH A COPY TO;

Oconee Economic Alliance
Attn: Executive Director
528 Bypass 123, Suite G
Seneca, SC 29678

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the Act, and the maximum incentive permissible under the Act, to the extent consistent with the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement, within the provisions of the Act and the terms hereof, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws, if so approved, in writing, by the County Council then in office.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law. Provided, notwithstanding the foregoing language or any other provision hereof, the County shall not be obligated under any circumstances to provide credits to the Company hereunder for savings that were intended to be provided out of the millage attributable to a taxing entity other than the County (i.e., school district) if the County is not able to allocate (charge) such savings to the *ad valorem* tax or FILOT revenues allocable to such other taxing entity.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 6.15 Indemnification Covenants.

(a) The Company shall and agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project during the term of the Fee Agreement, and, the Company further, shall indemnify and save the County harmless against and from all claims arising during the term of the Fee Agreement from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement, (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, or (v) any environmental violation, condition, or effect. The Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with counsel reasonably acceptable to the County.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of the Fee Agreement, or the undertakings required of the County under the Fee Agreement, by reason of the performance of any act requested of it by the Company or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with counsel reasonably acceptable to the County.

(c) These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator or County Council Chairman and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**OCONEE COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: Paul Cain
Title: Chairman of County Council

ATTEST:

Signature: _____
Name: Elizabeth G. Hulse
Title: Clerk to County Council

PROJECT LASER

Signature: _____
Name: _____
Title: _____

**EXHIBIT A
LEGAL DESCRIPTION**

[Insert legal description here.]

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STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-28

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL AND BUSINESS PARK (PROJECT LASER) IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL AND BUSINESS PARK TO INCLUDE PROPERTY INITIALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO PROVIDE FOR A WRITTEN AGREEMENT WITH ANDERSON COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina ("Oconee County") and Anderson County, South Carolina ("Anderson County") and together with Oconee County, the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties;

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, the Counties have agreed to so jointly develop an industrial and business park (the "Park") (Project Laser) through the delivery by the parties of an Agreement for Development for Joint County Industrial Park dated as of _____, 2016, as amended (collectively, the "Park Agreement");

WHEREAS, the Park Agreement, by its terms, initially includes only property in Oconee County, but contemplates the expansion of the Park by inclusion of additional parcels within the Park from time to time, pursuant to ordinances of the county councils of the Counties; and

WHEREAS, in connection with certain incentives being offered by Oconee County, the Counties now desire to enter into the Park Agreement:

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA:

SECTION I: Oconee County is hereby authorized to develop an industrial and business park (Project Laser) jointly with Anderson County (the "Park"). The Park shall initially consist of land located only in Oconee County as authorized by Sec. 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

SECTION II: Oconee County will enter into a Park Agreement to develop the Park jointly with Anderson County in substantially the form attached hereto as Exhibit A and

incorporated herein by reference. The Chairman of Oconee County Council and Oconee County Administrator are hereby each authorized to execute the Park Agreement on behalf of Oconee County, with such changes thereto as they shall deem, upon advice of counsel, necessary, provided that such changes do not materially change the import of the matters contained in the form of agreement set forth in Exhibit A and are not adverse to Oconee County.

SECTION III: The businesses or industries located in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in their respective FILOT agreements which fees will be divided between the two Counties as set forth in the Park Agreement. With respect to properties located in the Oconee County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Oconee County. That portion of such revenues allocated pursuant to the Park Agreement to Anderson County shall be thereafter paid by the Treasurer of Oconee County to the Treasurer of Anderson County as soon as practical but no later than forty-five (45) business days following the calendar quarter of receipt thereof. With respect to properties located in the Anderson County portion of the Park, if any, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Anderson County. That portion of such revenues allocated pursuant to the Park Agreement to Oconee County shall be thereafter paid by the Treasurer of Anderson County to the Treasurer of Oconee County as soon as practical but no later than forty-five (45) business days following the calendar quarter of receipt thereof. Penalties for late payment by taxpayers will be assessed at the same rate as late tax payments. Any late payment by the counties to each other beyond the dates set forth herein will accrue interest at the rate of statutory judgment interest. The counties, acting by and through the Treasurers of Anderson County and Oconee County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

SECTION IV: Any ordinances of Anderson County and Oconee County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Anderson County and Oconee County. In no event, for example, will the zoning, health and safety regulations, and building code requirements in Oconee County apply to property located solely in Anderson County.

SECTION V: The Sheriffs' Departments of Anderson County and Oconee County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Anderson County and Oconee County.

SECTION VI: Revenues generated from industries or businesses located in the Park to be retained by Oconee County pursuant to the Park Agreement shall be distributed within Oconee County in the following manner:

First, unless Oconee County elects to pay or credit the same from only those revenues which Oconee County would otherwise be entitled to receive as provided under "Third" below, to pay annual debt service on any special source revenue bonds issued by Oconee County pursuant to, or to be utilized as a credit in the manner provided in the second paragraph of, Section 4-1-175, Code of

Laws of South Carolina, 1976, as amended, or any successor statutes or provisions, payable in whole or in part by or from revenues generated from any properties in the Park;

Second, to reimburse Oconee County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein and to fund economic development activities (including any incentives provided to industries and businesses) inside and outside the Park as determined by the County Council from time to time; and

Third, to taxing districts within Oconee County, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts;

provided, that (i) all taxing districts which overlap the applicable properties in the Park shall receive some portion of the revenues generated from such properties, and all other taxing districts shall receive 0% of such revenues, unless specifically directed otherwise, herein or in other ordinances of Oconee County; (ii) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of such taxing entity; and (iii) the County may, by ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities.

SECTION VII: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Oconee County Council pertaining to the Park which are inconsistent herewith, but only to the extent of such inconsistency.

SECTION VIII: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION IX: This Ordinance shall be effective after third and final reading thereof.

Passed and approved this 15th day of November, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Signature: _____

Name: Paul Cain

Title: Chairman of County Council

ATTEST:

Signature: _____

Name: Elizabeth G. Hulse

Title: Clerk to County Council

Exhibit A
Form of Park Agreement

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Anderson County and Oconee County, and their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in the State of South Carolina. Section 4-1-170 of the Code satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. **Location of the Park.** (A) As of the date of this Agreement, the Park consists only of property located in Oconee County, as further identified in Exhibit A (Oconee) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Anderson County and Oconee County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of such property in the Park. As of the date of the Agreement, no property subject to the Agreement is located within the boundaries of a municipality.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Oconee) or Exhibit B (Anderson), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Anderson County Council and Oconee County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Anderson County Council and by Oconee County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Anderson County Council and by Oconee County Council. Notice of such public hearings shall be published in newspapers of general circulation in Anderson County and Oconee County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable,

the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* property taxes) equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Anderson County and Oconee County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Anderson County portion of the Park:

(1)	Anderson County	100%
(2)	Oconee County	0%

If property is in the Oconee County portion of the Park:

(1)	Anderson County	0%
(2)	Oconee County	100%

6. Allocation of Revenues. Anderson County and Oconee County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes (net of any special source revenue credits provided by either county) in the following proportions:

If property is in the Anderson County portion of the Park:

(1)	Anderson County	99%
(2)	Oconee County	1%

If property is in the Oconee County portion of the Park:

(1)	Anderson County	1%
(2)	Oconee County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes shall be distributed to Anderson County and to Oconee County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Anderson County or Oconee County by way of fees in lieu of taxes generated from property located within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all

taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and all other taxing districts shall receive 0% of such revenues, unless specifically provided otherwise herein or in other ordinances of the Counties, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Anderson County by way of fees in lieu of taxes generated from property located within Oconee County shall be distributed solely to Anderson County. Revenues allocated to Oconee County by way of fees in lieu of taxes generated from property located within Anderson County shall be distributed solely to Oconee County.

8. Fees in Lieu of Taxes Pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina, 1976, as Amended. It is hereby agreed that the entry by Anderson County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina, 1976, as amended (“Negotiated FILOT Agreements”), with respect to property located within the Anderson County portion of the Park and the terms of such agreements shall be at the sole discretion of Anderson County. It is further agreed that entry by Oconee County into any one or more Negotiated FILOT Agreements with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Anderson County and Oconee County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law.

12. Counterpart Execution. This Agreement may be executed in multiple counterparts.

13. Termination. Notwithstanding any provision of this Agreement to the contrary, Anderson County and Oconee County agree that this Agreement may be terminated only upon

approval of an ordinance to that effect by the governing body of each county. Notwithstanding the foregoing, this Agreement may not be terminated to the extent that either Anderson County or Oconee County has outstanding contractual commitments to any owner or lessee of property located in the Park requiring designation of such property as part of a multi-county industrial or business park pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), unless such County shall first (i) obtain the written consent of such owner or lessee or (ii) designate such parcel as part of another multi-county industrial or business park pursuant to the Act effective immediately upon termination of this Agreement.

IT IS HEREBY AGREED.

OCONEE COUNTY, SOUTH CAROLINA

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: Elizabeth G. Hulse
Title: Clerk to County Council

ANDERSON COUNTY, SOUTH CAROLINA

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: Kimberly A. Poulin
Title: Clerk to County Council

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

OCONEE COUNTY PROPERTY

PROJECT LASER PROPERTY

EXHIBIT B

ANDERSON COUNTY PROPERTY

None as of _____, 2016

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 4, 2016

COUNCIL MEETING TIME: 6:00 p.m.

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2016-29 [in title only] "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND CHRIST CENTRAL MINISTRIES, INC. / CHRIST CENTRAL MINISTRIES OCONEE AS LESSEE FOR A PORTION OF THE FORMER OCONEE COUNTY DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Ordinance 2016-29 will authorize the County Administrator to execute and deliver a lease agreement between Oconee County as Lessor and Christ Central Ministries, Inc. / Christ Central Ministries Oconee as Lessee for a portion of the former Oconee County Detention Center located at 300 South Church Street, Walhalla, South Carolina. The leased premises will be used as a community resource and solution center for the provision of transitional housing, emergency shelter, substance abuse recovery programs, resource and solution education, life skill/certification courses, among other similar and/or closely related activities, all for the general good of the public.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. Utility costs were not removed from the operational expenses in this fiscal years budget.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading, in title only, of Ordinance 2016-29.

Submitted or Prepared By:

Approved for Submittal to Council:

S/ David A. Root
County Attorney

Department Head/Elected Official

T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION R2016-10**

**INDUCEMENT RESOLUTION PROVIDING FOR A
FEE IN LIEU OF TAX AGREEMENT
BETWEEN OCONEE COUNTY AND PROJECT LASER**

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a fee in lieu of tax agreement (the "Fee Agreement") with respect to a project which requires the industry to make a payment of a fee in lieu of taxes, through which powers the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, Project Laser, a Delaware corporation (the "Company"), desires to invest capital in the County in order to expand a manufacturing facility in the County (the "Project"), provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, the Project is anticipated to result in an investment of approximately \$6,780,000 in the County; and

WHEREAS, the Company has requested that the County enter into a Fee Agreement, thereby providing for a fee in lieu of tax ("FILOT") and special source revenue credits ("SSRCs") with respect to the Project; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the Act and that the Project would serve the purposes of the Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended and Article VIII, Section 13 of the South Carolina Constitution, the County agrees to use its commercially reasonable efforts to ensure that the Project is located in a multi-county industrial and business park established, or to be established, by the County (the "Park") pursuant to a qualifying agreement with one or more contiguous South Carolina counties (the "Park Agreement").

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

Section 1. The County Council hereby finds that: (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no

pecuniary liability of the County or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes and the inducement of the location of the Project within South Carolina is of paramount importance and the benefits of the Project to the public are greater than the cost (which latter finding has been made using an appropriate cost-benefit analysis); and (iv) it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County, and all other criteria prescribed by law.

Section 2. The County hereby agrees to enter into a fee in lieu of tax arrangement with the Company under the Act. The County agrees to provide for a fee in lieu of *ad valorem* taxes ("FILOT") for a period of 30 years for each component of the Project placed in service during the investment period (the "FILOT Term") under the Act. The FILOT shall be calculated using a 6% assessment ratio and a fixed millage rate equal to the lowest millage rate allowable under the Act for a period of 30 years for each component of the Project placed in service during the investment period.

Section 3. The further details of the FILOT and SSRCs shall be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 4. The County agrees to use its commercially reasonable efforts to ensure that the Property is already located in or to include the Property in a Park for at least the longer of a 30-year period or the period of time the FILOT arrangement is in place.

Section 5. This resolution shall constitute an inducement resolution for this Project within the meaning of the Act.

Section 6. This resolution shall constitute "preliminary approval" pursuant to Section 12-44-110(2) of the Act by which property may be placed in service prior to the execution of a FILOT agreement but still constitute economic development property under the Act.

Section 7. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Adopted this 4th day of October, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Signature: _____

Name: Paul Cain

Title: Chairman of County Council

(SEAL)

ATTEST:

Signature: _____

Name: Elizabeth G. Hulse

Title: Clerk to County Council



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Cammick	Wayne McCall	Paul Cain	Joel Thrift	Reg Dexter				
							2015-2018	2013-2016	2015-2018	2013-2016	2013-2016	2015-2018	2013-2016		
							District I	District II	District III	District IV	District V	At Large	At Large		
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Benz [2]	David Bryant [1]	Edward Perry [2]	Dan Schmidt [2]	Ronald Giles [<2]	A. Brightwell [1]	Michael Gray [1]		
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES	Jan - March	Debbie Sewell [<1]	Doug Hollifield [<1]	Michael Marsden [<1]	Ed Laod [<1]	Vickie Wiloughby [<1]	Kim Alexander [<1]	Bex Blanton [<1]		
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Meradith LaCour [<1]	Mariam Noorai [1]	Barbara Waters [2]	H. Richardson [2]	Shawn Johnson [1]	Jean Dobson [2]		
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Ailen Medford [2]	Sammy Lee [2]	Bill Gilster [1]	Marty McKee [<2]	John Menzies [<1]	Berry Nichols [2]	Charles Morgan [<1]		
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]	Mike Willimon [2]	Harry Tolison [2]				
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Snea Airey [2]	Robert Davis [<1]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Bill Smith [<1]		
Destination Ocoee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle	Al Snadwick	OPEN	Bob Hill	Robert Moore	Hal Welch		
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Brian Greer [2], Rosemary Bailes [2], JoAnne Blake [2]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			D Pollock [1]		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]		
Library Board	1-9-35 / 18 1	0 - 9	YES	2X	YES	Jan - March	Daniel Day [2], L. Martin [1], B. Hetherington [1], H McPheeters [1], A. Champion [1], K. Holliman [1]				William Caster [2], Maris Jacobson [1], Marie McMahan [1]				
Planning Commission	8-25-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	C. W. Richards	David Owensby	OPEN	Ryan Honora	Gwen McPhail	Mike Johnson		
Anderson-Ocoee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holliman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1]							BHS contacts Council w/ recommendations when seats open	
Capital Project Advisory Committee	2-391	CC, PC, 2 @ Lg.	NO	3X	1 yr	January	Council Representative Wayne McCall/Paul Cain in McCall absence.					Lisa Bisuel [1-6/16]	Frankie Pearson [2]		
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually								
Ocoee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually								
Ten A: The Top (TATT)			NO	NO	NO	January	Council Representative Appointed Annually								
ACOG BOD				N/A	NO	January	Council Rep. CC CHAIR or designee (yearly); 2 yr terms							Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham	
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dubbins]								

[1] - denotes term; [2] Denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING * reappointment requested - questionnaire on file)

Denotes individual who DOES NOT WISH TO BE REAPPOINTED.

Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	DESTINATION OCONEE	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Evans, Kevin	-1							x			November 2015
Greene, Darlene	-1					x	x	x		x	October 2015
Houston, Joanne	1					x	x	x		x	November 2015
Lyle, David	1	Yes						x			November 2015
Moore, Howard	1						AG				August 2016
Washburn, Catherine	1						x				December 2015
Lee, Gary	2									AG	July 2016
Richards, C.W.	2	YES					x				August 2016
Wise, Rebecca	2							x			November 2015
VanArk, Shamra	3							x			August 2015
Butts, William	4						AG			AG	July 2016
Dean, Barbara	4							x			November 2015
Gambrell, Richard	4						AG			AG	August 2016
Gorman, Janet	4								x		June 2016
Morrison, Chanda	4	Yes						x			November 2015
Nicholson, Brad	4							x			December 2015
Pearson, Frankie	4						x		x		August 2016
Ables, Frank	5						AG			AG	August 2016
Donald, Tim	5	Yes					AG				August 2016
Marin, Lynn	5	YES							LIB		August 2016
Murphy, Christine	5						AG			AG	August 2016
Whiten, Charles	5						AG				July 2016
Ramsey, Donald	5	Yes					x	x		x	December 2015

Questionnaires are maintained on file for one year then removed from consideration unless updated by candidate.

Areas of Interest (please check one or more categories <u>and/or</u> specific board or commission.)	Board / Commissions Applicable to Interests
AERONAUTICS	Aeronautics Commission
PUBLIC SAFETY, HEALTH & WELFARE	Anderson-Oconee Behavioral Health Services Commission
REGULATORY	Building Codes Appeal Board Board of Zoning Appeals
PLANNING	** Agricultural Advisory Board (email Clerk for membership requirements) Board of Zoning Appeals Capital Projects Advisory Committee Conservation Bank Board Planning Commission Scenic Highway Committee
EDUCATION	Arts & Historical Commission Library Board
TOURISM & RECREATION	** Agricultural Advisory Board (email Clerk for membership requirements) Arts & Historical Commission Destination Oconee Action Plan Commission Parks, Recreation & Tourism Commission Scenic Highway Committee

** specific criteria have been established for this board - email bruce@oconeecc.com to request a copy of the ordinance.

TRANSPORTATION

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attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, David R. Price, Jr., P.A. will move before a judge of the Circuit on the 100th day of default hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage and the Complaint attached hereto.

Respectfully Submitted,
David R. Price, Jr.

David R. Price, Jr.
(S.C. Bar # 75140)
Samuel B. Tabor
(S.C. Bar # 78859)
DAVID R. PRICE, JR., P.A.
318 West Stone Avenue (29809)
Post Office Box 2448
Greenville, South Carolina
29502-2448
(864) 271-2638 office
(864) 271-2637 fax
David@GreenvilleLegal.com
Sam@GreenvilleLegal.com

LEGAL NOTICES

LEGALS

Attorneys for Plaintiff
Greenville, South Carolina
Date: August 15, 2016
Greenville, South Carolina
29502-2448
(864) 271-2638 office
(864) 271-2637 fax
David@GreenvilleLegal.com
Attorneys for Plaintiff
Greenville, South Carolina
Date: August 15, 2016

THE OCONEE COUNTY COUNCIL will hold an additional Public Hearing for Ordinance 2015-23 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF NATURAL GAS FACILITIES, AND OTHER MATTERS RELATED THERETO" on Tuesday, October 4, 2016 at 9:00 pm in Council Chambers, Oconee County Administrative Office, 415 S. Park Street, Walhalla.

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carrying the origins, s
n named launch Alliance Atlas

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL


IN RE: ORDINANCE 2016-23

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pickleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on **09/09/2016** and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this:
09/09/2016


Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

JENNIFER A WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024



**Oconee County
Council**



Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-364-5136
Fax: 864-718-1024

E-mail:
info@oconeesc.com

Edda Cammick
District I

Wayne McCall
District II

Paul Cain
Chairman
District III

Joel Thrift
District IV

Reginald T. Dexter
District V



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The Oconee County Council will hold an additional Public Hearing for Ordinance 2016-23 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF NATURAL GAS FACILITIES; AND OTHER MATTERS RELATED THERETO" on Tuesday, October 4, 2016 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

Beth Hulse

From: Beth Hulse
Sent: Thursday, September 08, 2016 10:45 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: PH 2016-23 - 10/4/16
Attachments: 090816 - PH 2016-23 - 10-4-16.docx

PLEASE RUN AT YOUR EARLIEST CONVENIENCE.
THANKS.

Elizabeth G. Hulse, CCC
Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@oconeesc.com
www.oconeesc.com/council

Beth Hulse

From: Beth Hulse
Sent: Thursday, September 08, 2016 10:46 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News
Subject: Public Hearing: 2016-23

The Oconee County Council will hold an additional Public Hearing for Ordinance 2016-23 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF NATURAL GAS FACILITIES; AND OTHER MATTERS RELATED THERETO" on Tuesday, October 4, 2016 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Elizabeth G. Hulse, CCC
Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
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LEGAL NOTICES

LEGALS

STATE OF
Gable Cunningham
Attorney for Palmetto SCOSG
Wahala, SC 29381
(804) 638-1400

THE OCONEE COUNTY COUNCIL will hold an additional Public Hearing for Ordinance 2015-24 "AN ORDINANCE TO AMEND ORDINANCE 2010-01 WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, GENERAL CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017, IN CERTAIN LIMITED REGARDS, AND OTHER MATTERS RELATED THERETO" on Tuesday, October 4, 2015 at 5:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Wahala, SC.

ORDER

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: ORDINANCE 2016-24

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 09/10/2016 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
09/10/2016



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

JENNIFER A WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024

**Oconee County
Council**

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Email:
ekuiseatoconeesc.com

Edda Cammick
District I

Wayne McCall
District II

Paul Cain
Chairman
District III

Joel Thrift
District IV

Reginald T. Dexter
District V

The Oconee County Council will hold an additional Public Hearing for Ordinance 2016-24 "AN ORDINANCE TO AMEND ORDINANCE 2016-01 WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, GENERAL CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017, IN CERTAIN LIMITED REGARDS; AND OTHER MATTERS RELATED THERETO" on Tuesday, October 4, 2016 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Wahalla, SC.



Beth Hulse

From: Beth Hulse
Sent: Friday, September 09, 2016 9:51 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: PH 2016-24 - 10/4/16
Attachments: 090916 - PH 2016-24 - 10-4-16.docx

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse, CCC
Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@oconeesc.com
www.oconeesc.com/council

Beth Hulse

From: Beth Hulse
Sent: Friday, September 09, 2016 9:52 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News
Subject: Public Hearing for 2016-24; October 4, 2016

The Oconee County Council will hold an additional Public Hearing for Ordinance 2016-24 "AN ORDINANCE TO AMEND ORDINANCE 2016-01 WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, GENERAL CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017, IN CERTAIN LIMITED REGARDS; AND OTHER MATTERS RELATED THERETO" on Tuesday, October 4, 2016 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Elizabeth G. Hulse, CCC

Clerk to Council

Oconee County Administrative Offices

415 South Pine Street

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